

**KELLEY DRYE & WARREN LLP**  
A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

**ORIGINAL**

**RECEIVED**

FACSIMILE

(202) 955-9792

**SEP 16 1999**

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

**EX PARTE OR LATE FILED**

September 16, 1999

ROBERT J. AAMOTH

DIRECT LINE (202) 955-9676

E-MAIL: raamoth@kelleydrye.com

NEW YORK, N.Y.  
LOS ANGELES, CA.  
MIAMI, FL.  
CHICAGO, IL.  
STAMFORD, CT.  
PARSIPPANY, N.J.  
BRUSSELS, BELGIUM  
HONG KONG  
AFFILIATED OFFICES  
NEW DELHI, INDIA  
TOKYO, JAPAN

**VIA COURIER**

Ms. Magalie R. Salas  
Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, D.C. 20554

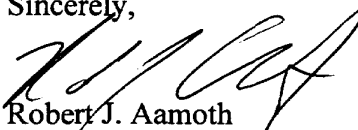
*Re: Ex Parte Presentation in CC Docket Nos. 98-56 & 98-121 /*

Dear Ms. Salas:

Today Carol Ann Bischoff of the Competitive Telecommunications Association, Chris Rozycki of ITC^DeltaCom, and the undersigned attorney met with Andrea Kearney, Claudia Pabo, John Stanley and Julie Patterson of the Common Carrier Bureau regarding the above-referenced proceedings. Our presentation is reflected in the attached hand-out materials. During the meeting, ITC^DeltaCom showed that the establishment of rigorous and effective performance measures and guarantees will help to ensure that new entrants can use the tools provided by Congress in the Telecommunications Act of 1996 to provide competing local services to subscribers.

An original and one copy of this notice is provided.

Sincerely,



Robert J. Aamoth

Enclosures

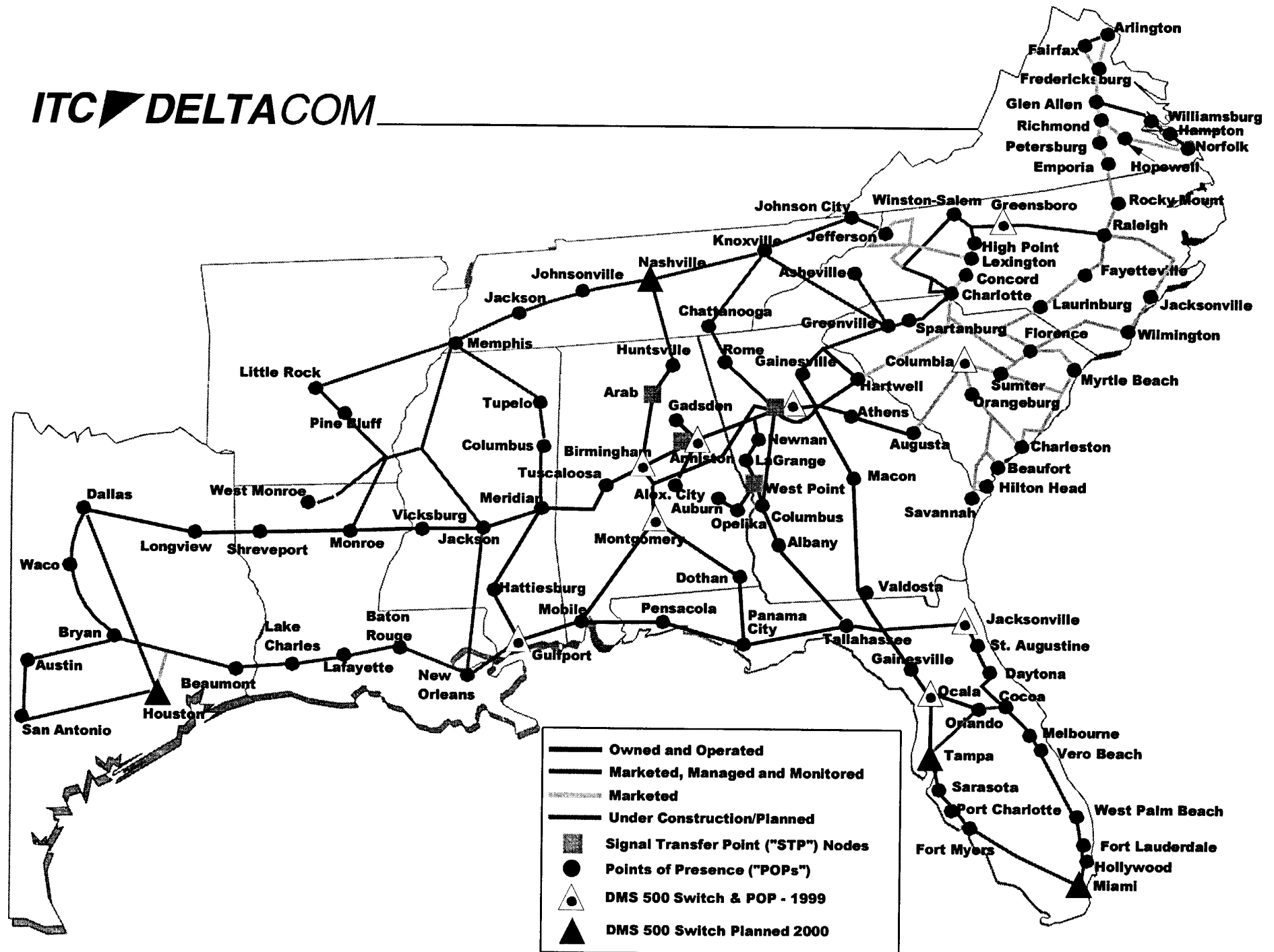
cc: Andrea Kearney  
Claudia Pabo  
John Stanley  
Julie Patterson

***ITC***  ***DELTA COM***

- Serve small to medium sized businesses
- Serve Tier 2 & 3 cities
- Churn rates are low
  - LD - 0.2%
  - Local - 2.0%
- Largest markets - AL & SC
- Growing fast in - GA, NC, FL, MS & LA
- New markets - TX, TN & AR

## **ITC** **DELTA COM** COMPANY STATISTICS

- 11,250 Customers
- 56,000 Lines Installed
- 74,000 Lines Sold
- 1,400 Employees
- Local
  - 7 States Today
  - 10 States in 2000
- LD in 50 States
- Largest purchaser of UNEs in AL & SC
- One of Largest UNE buyers in BS
- 2500 Extended Loops
  - But BS is refusing to allow more



## **ITC** **DELTA**COM BELLSOUTH PERFORMANCE AREAS

- **OSS**
  - Poor Response Times
  - High Fallout Rate
- **Missed Due Dates**
- **Failed Cutovers**
- **Maintenance and Quality After Cutover**
  - Maintenance Problems After Cutover
  - Poor/Degraded Loop Quality

## ***ITC*** ***DELTA COM*** Performance Measures & Guarantees

- ITC^DeltaCom developed its PM&G proposal after reviewing those developed in Texas and California
- ITC^DeltaCom's proposal
  - 45 Performance Measures
  - Three-tiered Guarantee system
  - Remedial Plan
- Incorporate PM&Gs in ITC^DeltaCom's Interconnection Agreement

## **ITC DELTACOM** FEATURES OF OUR PLAN

- Performance Measures - Concrete Benchmarks
- Guarantees - Drive Acceptable Performance
  - 1st Tier - Non-Recurring Charge Waivers
  - 2nd Tier - \$25,000 Guarantee
  - 3rd Tier - \$100,000 per day Breach of Contract
- Remedial Plan - Promotes Early Correction of Performance Problems



# **ITC DELTACOM** THE CASE FOR PERFORMANCE INCENTIVES

Problem	Significant problems serving ITC^DeltaCom customers via BellSouth Resale & UNEs
Solution	Establish effective Performance Measures and Guarantees
Vehicle	File arbitration petition in 8 states requesting PM&G inclusion in Interconnection Agreement
FCC Role	<ol style="list-style-type: none"><li>1. Encourage State PSC Approval</li><li>2. Encourage BellSouth Cooperation</li><li>3. Optional – File supporting comments in state arbitration case</li></ol>

**Attachment 10**

**General Terms and Conditions for Performance Measures and Guarantees:**

The Parties agree that the services offered and rendered by BellSouth pursuant to this Interconnection Agreement shall be provisioned at parity to the service level and intervals for which BellSouth performs such services for itself, its Affiliates or any other Person or Telecommunications Carrier. The Parties further agree that the service level specified for each item addressed by the Performance Measurements set forth in this Attachment 10 shall be parity, or for certain measures, a specific quantitative target has been adopted as the Performance Criterion. BellSouth agrees to meet these performance standards as measured by the relevant Performance Measurements for each reporting period during the term of this Interconnection Agreement and any extension thereof. Any failure on the part of BellSouth to meet or otherwise comply with any of the Performance Measurements set forth in this Attachment 10 shall constitute the following:

Where BellSouth fails to meet the Performance Benchmark within a single month, BellSouth shall, within 30 days after reporting the measure, comply with the Specified Performance Guarantee.

Where BellSouth fails to meet a single measurement contained herein for two consecutive months, or twice during any quarter, BellSouth shall be deemed to have committed a Specified Performance Breach. If a Specified Performance Breach occurs, BellSouth shall, within 30 days of reporting the measure, pay ITC^DeltaCom \$25,000.00 for each measurement which BellSouth failed to meet. The Specified Performance Breach payment is in addition to any applicable Performance Guarantee.

Where BellSouth fails to meet a single measure contained herein five times during any six month period, BellSouth will be required to meet the provisions as set forth in section 25 of the General Terms and Conditions Attachment of this Agreement.

**Specified Performance Measurements**

BellSouth warrants that it will meet the Performance Measurements, except in those instances where its failure to do so is a result of a) ITC^DeltaCom's failure to perform any of its associated obligations set forth in this Agreement, b) any delay, act or failure to act by an end user, agent, or subcontractor of the other Party, or c) any Force Majeure Event.

**Specified Performance Guarantee**

The payment by BellSouth as a result of a Specified Performance Guarantee or Breach will be the amounts specified within Attachment 10. The Parties agree and acknowledge that a) the payments are not a penalty and have been determined based upon the facts and circumstances of the Parties at the time of the negotiation of this Agreement, with due consideration given to the performance expectations of each Party; b) the payments constitute a reasonable approximation of the damages ITC^DeltaCom would sustain if its damages were readily ascertainable; and c) ITC^DeltaCom will not be required to provide any proof of the damages.

**Records and Reports**

BellSouth will not levy a separate charge for provision of the data to ITC^DeltaCom called for under this Attachment. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

Reports are to be made available to ITC^DeltaCom by the 15<sup>th</sup> day following the close of the calendar month. If the 15<sup>th</sup> falls on a weekend or holiday, the reports will be made available the next business day.

If BellSouth does not provide a measurement at the time required, and fails to cure the omission by the 15<sup>th</sup> day of the succeeding month, the measurement will be considered to be a Specified Performance Breach,

unless BellSouth can demonstrate that the omission was the result of any of the factors under the Specified Performance Measurements heading above.

ITC^DeltaCom and BellSouth will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that ITC^DeltaCom requests such consultation and the issues raised by ITC^DeltaCom have not been resolved within 45 days after ITC^DeltaCom's request for consultation, then BellSouth will allow ITC^DeltaCom to have an independent audit conducted, at ITC^DeltaCom's expense, of BellSouth's performance measurement data collection, computing, and reporting processes. ITC^DeltaCom may not request more than one audit for a twelve calendar month period. This section does not modify ITC^DeltaCom's audit rights under other provisions of this Agreement.

#### Remedial Plan

Within 15 business days after any Specified Performance Breach, BellSouth will prepare and provide to ITC^DeltaCom a remedial plan that specifies and schedules the steps BellSouth will take to determine and remedy the particular performance deficiency.

# PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

## I. PRE-ORDERING/ORDERING: RESALE AND UNES

### 1. Measurement - Average Response Time For OSS Pre-Order Interfaces.

**Definition** - The average response time in seconds from the BellSouth side of the Remote Access Facility (RAF) and return for pre-order interfaces (TAG and LENS) by function:

- Address Verification
- Request For Telephone Number
- Request For Customer Service Record (CSR)
- Service Availability
- Service Appointment Scheduling (Due Date)
- Dispatch Required.

**Calculation** -  $\sum[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})]/(\text{Number of Queries Submitted in Reporting Period})$ .

**Report Structure** - Reported on a company basis by interface for LENS, TAG, and for EDI preorder interface when implemented.

**Report Frequency** - Monthly

**Benchmark** -

Address Verification:

EDI, TAG, LENS - 80% ≤ 5 sec 90% ≤ 7 sec

Request For Telephone Number:

EDI, TAG, LENS - 80% ≤ 4 sec 90% ≤ 6 sec

Request For Customer Service Record (CSR):

EDI, TAG, LENS - 80% ≤ 7 sec 90% ≤ 10 sec

Service Availability:

EDI, TAG, LENS - 80% ≤ 11 sec 90% ≤ 13 sec

Service Appointment Scheduling (Due Date):

EDI, TAG, LENS - 80% ≤ 2 sec 90% ≤ 3 sec

Dispatch Required:

EDI, TAG, LENS - 80% ≤ 17 sec 90% ≤ 19 sec

**Performance Guarantee** - BellSouth shall not bill OSS charges until it meets all benchmarks.

### 2. Measurement - % Firm Order Confirmations (FOCs) Received Within "X" Hours.

**Definition** - Percent of FOCs returned within a specified time frame from receipt of service requests to return of confirmation to ITC^DeltaCom.

- Resale Res. and Bus. < 24 Hours
- Complex Business - Negotiated
- UNE Loop (1-49 Loops) < 24 Hours
- UNE Loop (> 50 Loops) < 48 Hours

**Calculation** -  $(\# \text{ FOCs returned within "x" hours} \div \text{total FOCs sent}) * 100$ .

**Report Structure** - Reported for ITC^DeltaCom and all CLECs. This includes mechanized from EDI, LENS and TAG and manual (FAX or phone orders).

**Report Frequency** - Monthly

**Benchmark** -

- 100% Resale Residential and Business < 24 Hours
- 98% Complex Business (1-200) < 48 Hours
- Complex Business (200+) - negotiated.
- 100% UNE Loop (1-49 Loops) < 24 Hours.
- 98% UNE Loop (> 50 Loops) - 48 Hours.

**Performance Guarantee** - BellSouth shall waive the non-recurring charges for all FOCs that fail to meet the benchmark.

## PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

3. **Measurement - Percent Rejects.**  
**Definition -** The number of rejects compared to the issued orders for the electronic interfaces (EDI, LENS and TAG).  
**Calculation -** (# of rejects ÷ total orders issued) \* 100.  
**Report Structure -** Reported for ITC^DeltaCom and all CLECs for the electronic interfaces (EDI, LENS and TAG).  
**Report Frequency -** Monthly  
**Benchmark -** Diagnostic, no benchmark required.  
**Performance Guarantee -** This is a performance metric.
  
4. **Measurement - Mechanized Provisioning Accuracy.**  
**Definition -** Percent of mechanized orders completed without changes.  
**Calculation -** (# of orders completed as ordered ÷ total orders) \* 100.  
**Report Structure -** Reported for ITC^DeltaCom, CLECs and BellSouth.  
**Report Frequency -** Monthly  
**Benchmark -** Parity with BellSouth Retail  
**Performance Guarantee -** BellSouth shall waive the non-recurring charges for all orders that fail to meet the benchmark.
  
5. **Measurement - Order Process Percent Flow Through.**  
**Definition -** Percent of orders or LSRs from entry to distribution that progress through BellSouth ordering systems excluding rejects.  
**Calculation -** (# of orders that flow through ÷ total orders) \* 100  
**Report Structure -** Reported for ITC^DeltaCom, CLECs and BellSouth.  
**Report Frequency -** Monthly  
**Benchmark -** Parity with BellSouth Retail  
**Performance Guarantee -** This is a performance metric.

## II. PROVISIONING

6. **Measurement - Average Installation Interval.**  
**Definition -** Average business days from application date to completion date for New, Change, Add, and Move (N,C, A, M) orders excluding customer cause misses and customer requested due date greater than "x" business days. The "x" business days is determined based on quantity of UNE loops ordered and the associated provisioning interval.  
**Calculation -**  $[\sum(\text{completion date} - \text{application date})] / (\text{Total number of orders completed})$ .  
**Report Structure -** Reported for ITC^DeltaCom and all CLECs for UNEs contained in the UNE price schedule, INP/LNP, and Loop with INP/LNP.  
**Report Frequency -** Monthly  
**Benchmark -**  
Resale:  
 For installations that do not require a premise visit and do not require anything beyond software updates: One business day.  
 For installation that requires a premise visit or physical work: three (3) business days.

### UNEs:

Description	Quantity	Provisioning Interval
2 Wire Analog and Digital and INP/LNP	1-10	3 Days
2 Wire Analog and Digital and INP/LNP	11-20	7 Days
2 Wire Analog and Digital and INP/LNP	20+	10 Days
4 Wire Analog and Digital and	1-10	3 Days

## PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

INP/LNP		
4 Wire Analog and Digital and INP/LNP	11-20	7 Days
4 Wire Analog and Digital and INP/LNP	20+	10 Days
DS1 loop (including PRI)		3 Days
Dedicated Transport (DS0, DS1, and DS3)	1 to 10	3 days
Dedicated Transport (DS0, DS1, and DS3)	11 to 20	5 Days
Dedicated Transport (DS0, DS1, and DS3)	20+ and all other types	ICB
xDSL loops	1 to 10	3 days
xDSL loops	11 to 20	5 days
xDSL loops	20+	ICB
Loop and Transport Combination	1 to 24 analog or digital loops with DS-1 Transport and Multiplexers	5 business days
Loop and Transport Combination	1-672 (Analog or digital DS0 loops) with DS-3 Transport	20 days
Loop and Transport Combination	For LTC with Higher than DS-3 Transport	ICB

**Performance Guarantee** – This is a performance metric.

7. **Measurement - Percent Installations Completed Within "X" Business Days.**  
**Definition** - Percent installations completed within "x" business days (where "x" is the requested interval or provisioning interval, whichever is greater) excluding customer caused misses and customer requested due date greater than "x" business days.  
**Calculation** -  $(\text{Count of N,C,A,M orders installed within "x" business days} \div \text{total N,C,A,M orders}) * 100$ .  
**Report Structure** - Reported for ITC^DeltaCom and all CLECs for Resold Services and UNEs contained in the UNE price schedule, INP/LNP and Loop with INP/LNP.  
**Report Frequency** - Monthly  
**Benchmark** – 95% within interval  
**Performance Guarantee** – This is a performance metric.
  
8. **Measurement - Percent of BellSouth Caused Missed Due Dates.**  
**Definition** - Percent of Resale and UNE N,C,A,M orders where installations are not completed by the negotiated due date excluding customer caused misses.  
**Calculation** –  
 Resale:  $(\text{Count of N,C,A,M orders not completed by the due date, excluding customer caused misses} \div \text{total number of N,C,A,M orders}) * 100$ .  
 UNEs:  $(\text{Count of N,C,A,M orders with missed due dates excluding customer caused misses} \div \text{total number of UNE N,C,A,M orders}) * 100$ .  
**Report Structure** - Reported for ITC^DeltaCom and all CLECs for Resold Services and UNEs contained in the UNE price schedule, INP/LNP and Loop with INP/LNP.  
**Report Frequency** - Monthly  
**Benchmark** – Parity with BellSouth Retail  
**Performance Guarantee** – This is a performance metric.
  
9. **Measurement - Percent Trouble Reports Within 30 Days of Installation.**  
**Definition** – Percent of Resale N,C,A,M orders and UNE N,C,A,M orders by item that receive a network customer trouble report caused by BellSouth within 30 calendar days of service order completion.  
**Calculation** –  
 Resale:  $(\text{Count of N,C,A,M that receive a network customer trouble report caused by BellSouth within 30})$

## PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

calendar days of service order completion ÷ total N,C,A,M orders (excludes trouble reports received on the due date)) \* 100.

UNEs: (Count of UNE N,C,A,M orders by item that receive a network customer trouble report caused by BellSouth within 30 calendar days of service order completion ÷ total UNE N,C,A,M orders by item (excludes trouble reports received on the due date)) \* 100.

**Report Structure** - Reported for ITC^DeltaCom and all CLECs for Resale Orders and UNEs contained in the UNE price schedule, INP/LNP and Loop with INP/LNP.

**Report Frequency** - Monthly

**Benchmark** – Parity with BellSouth Retail

**Performance Guarantee** – BellSouth shall waive the non-recurring charges for each order that receives a trouble report caused by BellSouth within 30 calendar days.

**10. Measurement - Percent BellSouth Missed Due Dates Due to Lack of Facilities.**

**Definition** - Percent N,C,A,M orders with missed committed due dates due to lack of facilities.

**Calculation** - (Count of N,C,A,M orders with missed committed due dates due to lack of facilities ÷ total N,C,A,M orders) \* 100.

**Report Structure** - Reported for ITC^DeltaCom, and all CLECs for resold services and UNEs contained in the UNE price schedule. Reported for > 30 calendar days & > 90 calendar days.

**Report Frequency** - Monthly

**Benchmark** – Parity with BellSouth Retail

**Performance Guarantee** – For a missed due date due to the lack of facilities on the conversion of an existing BellSouth retail customer the non-recurring charges shall be waived by BellSouth.

**11. Measurement - Delay Days For Missed Due Dates Due To Lack Of Facilities.**

**Definition** - Average calendar days from due date to completion date on BellSouth missed orders due to lack of facilities.

**Calculation** -  $\Sigma(\text{Completion date} - \text{committed order due date}) / (\# \text{ of completed orders})$ .

**Report Structure** - Reported for ITC^DeltaCom and all CLECs for Resold services and UNEs contained in the UNE price schedule, INP/LNP and Loop with INP/LNP

**Report Frequency** - Monthly

**Benchmark** – Parity with BellSouth Retail

**Performance Guarantee** – This is a performance metric.

**12. Measurement – Delay Days For Missed Due Dates**

**Definition** – Average calendar days from due date to completion date on BellSouth missed orders.

**Calculation** -  $\Sigma(\text{Completion date} - \text{committed order due date}) / (\# \text{ of posted orders})$ .

**Report Structure** – Reported for ITC^DeltaCom and all CLECs for UNEs contained in the UNE price schedule, INP/LNP and Loop with INP/LNP

**Report Frequency** - Monthly

**Benchmark** – Parity with BellSouth Retail

**Performance Guarantee** – This is a performance metric.

**13. Measurement – Percent BellSouth Caused Missed Due Dates greater than 30 days**

**Definition** – Percent of N, C, A, M orders where installation was completed greater than 30 days following the due date, excluding customer caused misses.

**Calculation** – (Count of N, T, C orders completed greater than 30 days following the due date, excluding customer caused misses ÷ total number of N, T, C orders) \* 100.

**Report Structure** – Reported for ITC^DeltaCom and all CLECs for UNEs contained in the UNE price schedule, INP/LNP and Loop with INP/LNP.

**Report Frequency** – Monthly

**Benchmark** – Parity with BellSouth Retail

## PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

**Performance Guarantee** – BellSouth shall waive one month recurring charges for all missed due dates greater than 30 days, and BellSouth shall waive one month recurring charges for each additional 30 days missed.

### III. MAINTENANCE

#### 14. Measurement - Trouble Report Rate.

**Definition** - The number of customer trouble reports not caused by CPE or wiring, CPE and “no trouble found” reports within a calendar month per 100 lines.

**Calculation** -  $[\text{Total number of customer trouble reports} \div (\text{total lines} + 100)]$ .

**Report Structure** - Reported for POTS Resale trouble reports by ITC^DeltaCom, all CLECs and BellSouth retail.

**Report Frequency** - Monthly

**Benchmark** – Parity with BellSouth Retail

**Performance Guarantee** – This is a performance metric.

#### 15. Measurement - Trouble Report Rate - UNEs

**Definition** – The number of network customer trouble reports within a calendar month per 100 UNEs.

**Calculation** –  $[\text{Count of network trouble reports} \div (\text{Total UNEs} \div 100)]$ .

**Report Structure** – Reported for ITC^DeltaCom, all CLECs and BellSouth for UNEs contained in the UNE Price schedule, INP/LNP and Loop with INP/LNP.

**Report Frequency** - Monthly

**Benchmark** – Parity measurement disaggregated by service type and market area, for retail analog, when there is no retail analog no more than 6 per 100 UNEs.

**Performance Guarantee** – This is a performance metric.

#### 16. Measurement - Percent Missed Repair Commitments – UNEs

**Definition** - Percent of trouble reports not cleared by the commitment time for BellSouth reasons.

**Calculation** -  $(\text{Count of trouble reports not cleared by the commitment time for BellSouth reasons} \div \text{total trouble reports}) * 100$ .

**Report Structure** - Reported for ITC^DeltaCom, all CLECs and BellSouth for “POTS type” loops (2-Wire Analog 8dB Loop).

**Report Frequency** - Monthly

**Benchmark** – No more than 1%.

**Performance Guarantee** – For missed repair commitments in excess of the benchmark, BellSouth shall reimburse ITC^DeltaCom for ITC^DeltaCom’s labor costs.

#### 17. Measurement - Receipt To Clear Duration.

**Definition** - Average duration of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared with the customer, excluding “no trouble found” reports.

**Calculation** -  $\sum[(\text{Date and time ticket is cleared with customer}) - (\text{Date and time ticket received})] \div \text{Total customer network trouble reports}$ .

**Report Structure** - Reported for Resale trouble reports by ITC^DeltaCom, all CLECs and BellSouth retail for Out of Service and Affecting Service by Dispatch and No-Dispatch.

**Report Frequency** - Monthly

**Benchmark** – Parity with BellSouth Retail

**Performance Guarantee** – This is a performance metric.

#### 18. Measurement - Mean Time To Restore – UNEs

**Definition** - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

**Calculation** -  $\sum[(\text{Date and time trouble report is cleared with the customer}) - (\text{date and time trouble report is received})] \div \text{total network customer trouble reports}$ .

**Report Structure** - Reported for ITC^DeltaCom, all CLECs and BellSouth for UNEs contained in the UNE price schedule, INP/LNP and Loop with INP/LNP by dispatch and no dispatch.

**Report Frequency** - Monthly



## PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

### Benchmark -

Parity measurement disaggregated by service type and market area for retail analog, when there is not retail analog the following benchmark applies:

1. Out of service conditions where dispatch is required: 90% resolved within 4 hours 95% resolved within 8 hours 99% resolved within 16 hours
2. Out of Service conditions where no dispatch is required: 85% resolved within 2 hours 95% resolved within 3 hours 99% resolved within 4 hours
3. All other troubles resolved within 24 hours

Performance Guarantee – This is a performance metric.

### 19. Measurement - Percent Out Of Service (OOS) < 24 Hours.

Definition - Percent of OOS trouble reports cleared in less than 24 hours excluding subsequents, tickets received on Saturday or Sunday, and no access.

Calculation -  $(\text{Count of OOS trouble reports} < 24 \text{ hours} \div \text{total number of OOS trouble reports}) * 100$ .

Report Structure - Reported for ITC^DeltaCom, all CLECs and BellSouth retail.

Report Frequency - Monthly

Benchmark – Parity with BellSouth Retail

Performance Guarantee – This is a performance metric.

### 20. Measurement - Percent Out Of Service (OOS) < 24 Hours - UNEs

Definition - Percent of OOS trouble reports cleared in less than 24 hours.

Calculation -  $(\text{Count of UNE OOS trouble reports} < 24 \text{ hours} \div \text{total number of UNE OOS trouble reports}) * 100$ .

Report Structure - Reported for ITC^DeltaCom, CLECs and BellSouth by “POTS like” loop (2-Wire Analog 8dB Loop).

Report Frequency - Monthly

Benchmark – Parity measurement disaggregated by service type and market area for retail analog, when there is not retail analog the following benchmark applies:

1. Out of service conditions where dispatch is required: 90% resolved within 4 hours 95% resolved within 8 hours 99% resolved within 16 hours
2. Out of Service conditions where no dispatch is required: 85% resolved within 2 hours 95% resolved within 3 hours 99% resolved within 4 hours
3. All other troubles resolved within 24

Performance Guarantee – This is a performance metric.

### 21. Measurement - Percent Repeat Reports.

Definition - Percent of customer trouble reports received within 10 calendar days of a previous customer report that were not caused by CPE or wiring excluding subsequent reports and “no trouble found” reports.

Calculation -  $(\text{Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within 10 calendar days of a previous customer report} \div \text{total customer trouble reports not caused by CPE or wiring and excluding subsequent reports}) * 100$ .

Report Structure - Reported for ITC^DeltaCom, all CLECs and BellSouth retail.

Report Frequency - Monthly

Benchmark – Parity with BellSouth Retail

Performance Guarantee – This is a performance metric.

### 22. Measurement - Percent Repeat Reports - UNEs

Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report.

Calculation -  $(\text{Count of network customer trouble reports received within 30 calendar days of a previous customer report} \div \text{total network customer trouble reports}) * 100$ .

Report Structure - Reported for ITC^DeltaCom, all GLECs and BellSouth for UNEs contained in the UNE price schedule, INP/LNP and Loop with INP/LNP.

Report Frequency - Monthly

Benchmark– Parity measurement disaggregated by service type and market area. For retail analog, when there is no retail analog no more than 1%.

## PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

**Performance Guarantee** – This is a performance metric.

### IV. MISCELLANEOUS ADMINISTRATIVE

**23. Measurement - LCSC Average Speed Of Answer.**

**Definition** - The average time a customer is in queue. The time begins when the customer enters the queue and ends when a BellSouth representative answers the call.

**Calculation** - Total queue time ÷ total calls.

**Report Structure** - Reported for all calls to the LCSC by operational separation and BellSouth retail.

**Report Frequency** - Monthly

**Benchmark** – Greater than 95% of calls, by center, are answered within 20 seconds. All calls are answered within 30 seconds.

**Performance Guarantee** – This is a performance metric.

**24. Measurement – Percent Busy in the LCSC**

**Definition** – Percent of calls which are unable to reach the LCSC due to a busy condition in the Automatic Call Distributor (ACD)

**Calculation** – (Count of blocked calls ÷ Total calls offered) \* 100

**Report Structure** – Reported for all CLECs and BellSouth

**Report Frequency** - Monthly

**Benchmark** – No more than 1%.

**Performance Guarantee** – This is a performance metric.

**25. Measurement – UNE Center Average Speed of Answer**

**Definition** – The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a BellSouth representative.

**Calculation** – total queue time ÷ total calls.

**Report Structure** – Reported for all calls to the UNE Center for all CLECs and BellSouth retail

**Report Frequency** - Monthly

**Benchmark** – Greater than 95% of calls, by center, are answered within 20 seconds. All calls are answered within 30 seconds.

**Performance Guarantee** – This is a performance metric.

**26. Measurement – Percent Busy in the UNE Center.**

**Definition** – Percent of calls which are unable to reach the UNE Center due to a busy condition in the ACD

**Calculation** – (Count of blocked calls ÷ Total calls offered) \* 100

**Report Structure** – Reported for all CLECs and BellSouth

**Report Frequency** - Monthly

**Benchmark** – No more than 1%.

**Performance Guarantee** – This is a performance metric.

### V. INTERCONNECTION AGREEMENT

**27. Measurement - Percent Trunk Blockage**

**Definition** - Percent of calls blocked on outgoing traffic from BellSouth end office to ITC^DeltaCom end office and from BellSouth tandem to ITC^DeltaCom end office.

**Calculation** - (Count of blocked calls ÷ total calls offered) \* 100

**Report Structure** - Reported for ITC^DeltaCom, all CLECs and BellSouth. The BellSouth end office to ITC^DeltaCom end office and BellSouth tandem to ITC^DeltaCom end office trunk blockage will be reported separately.

**Report Frequency** - Monthly

**Benchmark** – Dedicated Trunk Groups: Not to exceed blocking standard of P.01

**Performance Guarantee**- This is a performance metric.

**28. Measurement - Common Transport Trunk Blockage.**

**Definition** - Percent of local common transport trunk groups exceeding 2% blockage.

## PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

**Calculation** - (Number of common transport trunk groups exceeding 2% blocking ÷ total common transport trunk groups) \* 100.

**Report Structure** - Reported on local common transport trunk groups.

**Report Frequency** - Monthly

**Benchmark** - Common Trunk Groups; no more than 1% of end offices may have 2% blockage in a month based on Poissant P.01 scale;

If common trunk groups are different for CLECs than for BellSouth's trunk group, then no more than 1% of end offices may have more than 2% blocking

**Performance Guarantee** - This is a performance metric.

29. **Measurement** - Percent Missed Due Dates.

**Definition** - Percent trunk order due dates missed on interconnection trunks.

**Calculation** - (Count trunk orders missed ÷ total trunk orders) \* 100.

**Report Structure** - Reported for ITCD, all CLECs and BellSouth.

**Report Frequency** - Monthly

**Benchmark** - No more than 1% missed due dates.

**Performance Guarantee** - This is a performance metric.

30. **Measurement** - Delay Days for Missed Due Dates

**Definition** - Average calendar days from due dates to completion date on BellSouth missed Interconnection Trunk orders.

**Calculation** -  $\sum(\text{Completion date} - \text{committed order due date}) / (\# \text{ of completed trunk orders})$ .

**Report Structure** - Reported for ITCD, all CLECs and BellSouth for interconnection trunks.

**Report Frequency** - Monthly

**Benchmark** - Parity with BellSouth Common Trunk Groups

**Performance Guarantee** - This is a performance metric.

31. **Measurement** - Percent BellSouth Caused Missed Due Dates greater than 30 days

**Definition** - Percent of N,C, A,M, orders where installation was completed greater than 30 days following the due date, excluding customer caused misses.

**Calculation** - (Count of interconnection trunk orders completed greater than 30 days following the due date, Excluding customer caused misses ÷ total number of interconnection trunk orders) \* 100.

**Report Structure** - Reported for ITCD, all CLECs and BellSouth for interconnection trunks.

**Report Frequency** - Monthly

**Benchmark** - Parity when there is a retail analog; if there is no retail analog the following benchmarks apply  
Less 1% of orders held for more than 30 calendar days.

No orders held for more than 90 calendar days.

**Performance Guarantee** - This is a performance metric.

32. **Measurement** - Average Trunk Restoration Interval

**Definition** - Average time to repair interconnection trunks.

**Calculation** - Total trunk outage duration ÷ total trunk trouble reports.

**Report Structure** - Reported for ITCD, all CLECs and BellSouth.

**Report Frequency** - Monthly

**Benchmark** - Parity with BellSouth Common Trunk Groups

**Performance Guarantee** - This is a performance metric.

33. **Measurement** - % Interconnection Trunks Repaired Within 24 Hours

**Definition** - The percent of interconnection trunks restored within 24 hours of being reported to BellSouth by ITCD.

**Calculation** - (Number of Interconnection Trunks repaired within 24 hours ÷ Total Interconnection Trunks Repaired) \* 100

**Report Structure** - Reported for ITCD, all CLECs and BellSouth.

**Report Frequency** - Monthly

**Benchmark** - Parity with BellSouth Common Trunk Groups

**Performance Guarantee** - This is a performance metric.

## PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

### VI. INTERIM NUMBER PORTABILITY AND LOCAL NUMBER PORTABILITY (INP/LNP)

34. **Measurement - % Installation Completed Within 3 Business Days (1-10 lines).**  
**Definition -** % installations completed within 3 business days excluding customer caused misses and customer requested due dates greater than 3 business days.  
**Calculation -** Total INP/LNP orders installed within 3 business days ÷ total INP/LNP orders.  
**Report Structure -** Reported for ITCD and all CLECs.  
**Report Frequency -** Monthly  
**Benchmark -** 90% within 3 business days.  
**Performance Guarantee -** This is a performance metric.
35. **Measurement - % Installation Completed Within 7 Business Days (11-20 lines).**  
**Definition -** % installations completed within 7 business days excluding customer caused misses and customer requested due dates greater than 7 business days.  
**Calculation -** Total INP/LNP orders installed within 7 business days ÷ total INP/LNP orders.  
**Report Structure -** Reported for ITCD and all CLECs.  
**Report Frequency -** Monthly  
**Benchmark -** 90% within 7 business days.  
**Performance Guarantee -** This is a performance metric.
36. **Measurement - % Installation Completed Within 10 Business Days (20+ lines).**  
**Definition -** % installations completed within 10 business days excluding customer caused misses and customer requested due dates greater than 10 business days.  
**Calculation -** Total INP/LNP orders installed within 10 business days ÷ total INP/LNP orders.  
**Report Structure -** Reported for ITCD and all CLECs.  
**Report Frequency -** Monthly  
**Benchmark -** 90% within 10 business days.  
**Performance Guarantee -** This is a performance metric.
37. **Measurement - Percent Missed Due Dates.**  
**Definition -** Percent of INP/LNP N, C, A, M orders where installations are not completed by the negotiated due date excluding customer caused misses.  
**Calculation -** (Count of INP/LNP N, C, A, M orders with missed due dates excluding customer caused misses ÷ total number of INP/LNP N, C, A, M orders) \*100.  
**Report Structure -** Reported for ITCD and all CLECs.  
**Report Frequency -** Monthly  
**Benchmark -** Parity with BellSouth retail.  
**Performance Guarantee -** This is a performance metric.

### VII. 911

38. **Measurement - Average Time To Clear Errors.**  
**Definition -** The average time it takes to clear an error after it is detected during the processing of the 911 database file. The clock will start upon receipt of the error file and end when the error is corrected.  
**Calculation -**  $\Sigma(\text{Date and time error detected} - \text{date and time error cleared}) \div \text{total number of errors}$ .  
**Report Structure -** Reported for ITCD, all CLECs and BellSouth.  
**Report Frequency -** Monthly  
**Benchmark -** Parity with BellSouth retail.  
**Performance Guarantee -** This is a performance metric.

### IX. COLLOCATION

39. **Measurement - % Missed Collocation Due Dates**  
**Definition -** The percent of BellSouth caused missed due dates for Physical Collocation projects. The due dates missed measure is determined by first counting both the number of commitments missed, and the number of

## PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

commitments made (via FOCs) in the reporting period. For each report structure, the resulting count of commitments missed is divided by the number of commitments made in the reporting period and expressed as a percentage.

**Calculation** - (count of number of BellSouth caused missed due dates for physical collocation facilities ÷ total number of physical collocation projects) \* 100

**Report Structure** - Reported for ITCD and all CLECs. The results are aggregated by Physical, Virtual, and Cageless Collocation.

**Report Frequency** - Monthly

**Benchmark** - No less than 95% of commitments must be met for Physical, Virtual and other alternative collocation offerings.

**Performance Guarantee** - BellSouth shall waive the engineering costs on all missed due dates.

### 40. Measurement - Average Days Required to Complete Physical Collocation Facilities

**Definition** - The average time it takes to complete physical collocation facilities.

**Calculation** -  $\Sigma(\text{Date collocation work completed} - \text{date ITCD files application authorizing collocation work}) \div \text{total number collocation projects scheduled during the reporting Period.}$

**Report Structure** - Reported for ITCD and all CLECs by active and non-active. The results are aggregated by Physical, Virtual, and Cageless Collocation.

**Report Frequency** - Monthly

**Benchmark** - Less than 120 days (Less than 90 days in Florida)

**Performance Guarantee** - This is a performance metric.

### 41. Measurement - % of requests processed within 30 business days

**Definition** - The percent of requests for collocation facilities processed within 30 business days. The response interval for each request is determined by computing the elapsed time from the BellSouth receipt of the request from ITCD, to the time BellSouth returns the requested information to ITCD.

**Calculation** - (count of number of requests processed within 30 days ÷ total number of requests) \* 100

**Report Structure** - Reported for ITCD and all CLECs. BellSouth's objective is 90% of requests answered within 30 business days. The results are aggregated by Physical, Virtual, and Cageless Collocation

**Report Frequency** - Monthly

**Benchmark** - 90% of requests answered within 30 business days

**Performance Guarantee** - BellSouth shall waive the application fee on all missed responses.

## XI. COORDINATED CONVERSIONS

### 42. Measurement - % Pre-mature disconnects (Coordinated Cutovers)

**Definition** - Percent of coordinated cutovers where BellSouth prematurely disconnects the customer prior to the scheduled conversion.

**Calculation** - (Count of prematurely disconnected customers ÷ total coordinated conversion customers) \* 100

**Report Structure** - Reported by ITCD and all CLECs disaggregated by INP/LNP, INP/LNP with UNE loop, type of loop, UNE combination Cutover, LNP, loop with INP/LNP, and INP to LNP conversion

**Report Frequency** - Monthly

**Benchmark** - 2% or less premature disconnect more than 10 minutes before scheduled time

**Performance Guarantee** - BellSouth shall waive the non-recurring charges for all premature disconnects greater than 10 minutes.

### 43. Measurement - % BellSouth caused delayed Coordinated Cutovers

**Definition** - Percent of BellSouth caused late coordinated cutovers in excess of 30 minutes, 1 hour, 2 hour or more.

**Calculation** - (Count of BellSouth caused late coordinated cutovers in excess of 30 minutes, 1 hour, 2 hour or more ÷ total coordinated cutovers) \* 100

**Report Structure** - Reported by CLEC and all CLECs disaggregated by INP/LNP, INP/LNP with UNE loop, type of loop, UNE combination Cutover, LNP, loop with INP/LNP, and INP to LNP conversion. The objective is to have 8% or less for starting coordinated conversions beyond 30 minutes of scheduled conversion time, and

## PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

2% or less for starting conversion beyond 1 hour from scheduled time, and 0.1% for starting conversion beyond 2 hours.

**Report Frequency** - Monthly

**Benchmark** - 8% or less for starting coordinated conversions beyond 30 minutes of scheduled conversion time, and 2% or less for starting conversion beyond 1 hour from scheduled time, and 0.1% for starting conversion beyond 2 hours.

**Performance Guarantee** - BellSouth shall waive the non-recurring charges for all conversions delayed more than 1 hour.

### **XII BONA FIDE REQUEST PROCESS (BFRs)**

#### **44. Measurement - % of requests processed within 45 business days**

**Definition** - The percent BFRs processed within 45 business days of BFR request.

**Calculation** -  $(\text{count of number of requests processed within 45 days} \div \text{total number of requests}) * 100$

**Report Structure** - Reported for ITCD and all CLECs.

**Report Frequency** - Monthly

**Benchmark** - 90% of responses to BFRs provided within 45 business days.

**Performance Guarantee** - This is a performance metric.

#### **45. Measurement - % Quotes Provided for Authorized BFRs within 30 business days**

**Definition** - The percent of responses with price quotes and provisioning dates to ITCD Authorized BFRs processed within 30 business days.

**Calculation** -  $(\text{count of number of Quotes Provided within 30 days} \div \text{total number of Quotes}) * 100$

**Report Structure** - Reported for ITCD and all CLECs.

**Report Frequency** - Monthly

**Benchmark** - 90% of Quotes provided within 30 business days.

**Performance Guarantee** - This is a performance metric.

#### **NOTES:**

1. Measurements will be reported on a Market Area Basis.
2. Measurements for POTS resale will be broken down by business and residence.